BEFORE THE HONOURABLE ADDITIONAL INDUSTRIAL TRIBUNAL, BANGALORE.

Ref :—**Industrial Dispute No. A.I.D. No. 4 of 1971.** . .

Firsty Party—

The Workmen of Mysore Metal Industries, Krishnarajapuram, Bangalore-36, represented by the President, Bangalore District Engineering Workers Union.

Second Party—

The Management of Mysore Metal Industries, Krishnarajapuram, Bangalore-36.

JOINT MEMO

An Industrial Dispute exists between the Management of M/s. Mysore Metal Industries, Bangalore-36 and the Workmen employed in their Company at Bangalore, as represented by the President, Bangalore District Engineering Workers Union.

May it please your honour to note that :

The parties in reference beg to submit that as a result of negotiations and discussions an overall settlement has been arrived at between the parties on all the outstanding matters including all the matters referred for adjudication covered by the above reference and, a settlement under section 18(3) of the Industrial Disputes Act 1947, has been signed and executed by and between the parties in full and final settlement. Original settlement appended.

As a consequence of this settlement it has been agreed under clause 11 of the terms of settlement referred above, that the parties are to file a joint memo requesting the Honourable Additional Industrial Tribunal to pass a consent award as they do not wish to proceed further with the above reference, and accordingly humbly pray and request the Honourable Additional Industrial Tribunal to pass an award in terms of the settlement executed by and between the parties annexed hereto.

Signed this day of June, 1971.

For and on Behalf of the Workmen of
Mysore Metal Industries, Bangalore.

(Sd.) M. C. RAMA RAO,

(President)

Bangalore District Engineering Workers'
Union.

For and on behalf of the Management
of Mysore Metal Industries, Bangalore.

(Sd.) .....

Manager.

(Sd.) M. R. PARASURAM,

(Partner)

Mysore Metal Industries

"True Copy"

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Presiding Officer,
Additional Industrial Tribunal,
Bangalore.

FORM H

MEMORANDUM OF SETTLEMENT UNDER SECTION 18(3), 12(3) read WITH 2(P) OF THE INDUSTRIAL ACT, 1947.

Name of the Parties :

Representing **Mysore Metal Industries** Krishnarajapuram, Bangalore-36.

Representatives of Management :

Mr. M. R. Parasuram.

Representing Workmen Represented by ; **Bangalore District Engineering Workers Union.**

1. Mr. M. S. Rama Rao,
2. Mr. K. Srikantiah,
3. Mr. Ramakrishna.

Short recital of the case :

Whereas The Mysore Metal Industries, Krishnarajapuram, Bangalore-36 hereinafter called "The Management" have retrenched 31 employees due to economic reorganisation, on 4th February 1971 and have discontinued engaging casual workmen progressively from January 1971 and whereas the workmen of the Mysore Metal Industries represented by the Bangalore District Engineering Workers Union, hereinafter called "The Union" went on protest strike, immediately demanding **inter-alia** reinstatement of retrenched workers.

Whereas The Bangalore District Engineering Workers Union raised a dispute before the Assistant Labour Commissioner, Bangalore Division II demanding the reinstatement of the above workmen and among other things demanding the implementation of the recommendation of the Central Wage Board for Engineering Industries as per their letter dated 1st February 1971, received by the Management on 12th February 1971.

Whereas the above dispute was taken up in conciliation by the Assistant Labour Commissioner, Bangalore Division II, by her letter No. ALO (B-IIO/IB. 24/70-71 dated 5th February 1971 and during the negotiations both the parties fully participated and discussed the various matters arising out of the retrenchment of workmen and the demands of the Union.

Whereas the negotiations before the conciliation officer culminated in failure and subsequently the matter was referred to the Additional Industrial Tribunal by Order reference No. FCL 254 LLD 71(1) dated 30th March 1971 as per annexure "A" the proceedings of which are being heard under reference No. A.I.D. No. 4 of 1971.

And Whereas both the parties further met outside the court on several occasions, with a view to settle the dispute amicably and establish harmoneous relationship and finally agreed to by a joint memo dated 4th June 1971, request the Assistant Labour Commissioner and Conciliation Officer, Bangalore Division II, to take up the matter once again in conciliation. Now therefore both the parties have mutually agreed and draw this memorandum of settlement on the following terms and conditions on this day of 7th June 1971.

TERMS OF SETTLEMENT

The terms of this settlement shall apply to all workmen on the rolls of the Company, except for the casual labour whose nature of works in purely Casual, which shall not exceed more a week.

1. It is agreed by Management to implement the recommendations of the Central Wage Board for Engineering Industries in a phased manner over a period of four years starting from 1st May 1971 and as shown in annexure "B".

2. The new basic wage scales recommended by the Central Wage Board for Engineering Industries, as contained in Annexure "C" will become applicable with effect from 1st May 1974.

3. Increaments as contained in the basic wage scales mentioned above, for administrative convenience, will be considered only once in a year in the month of May starting from 1972.

4. The Dearness Allowance will be linked with the consumer price index of India (General) as per provisions made by the recommendations of the Central wage Board for Engineering Industries.

5. The Union agrees not to press for the enforcement of the issue of Interim relief for the period from 1st April 1966 to 30th September 1967 awarded by the Industiral Tribunal in reference No. FCL 714 LLD 67, dated 30th November 1967 and the Management agrees not to press the

grounds in respect of interim relief urged it in writ petition No. 973 of 1969 against the direction of the Industrial Tribunal in reference No. FCL 714 LLD 67, dated 30th November 1967 and both the parties agree to file a joint memo to this effect, before the Hon'ble High Court at the earliest.

6. In mutual consideration of the above the management agrees to pay a sum of Rs. 275 (Rupees Two Hundred and Seventy-five only) for each of the 31 workmen retrenched on 4th February 1971 (annexure II of annexure "A") in addition to the retrenchment compensation in accordance with Section 25F of I.D. Act of 1947 and Rs. 175 (Rupees One Hundred and Seventy-five only) to each of the non-retrenched workers enlisted in annexure "B". The same shall be paid on 9th July 1971.

7. The Union agrees not to press for wages for the period of strike ,and workers shall resume work within two days from the date of signing of this settlement.

8. The Management agrees to pay to each of the causal workers who have worked for 240 days or more an **ex-gratia** amount as detailly calculated in annexure "E".

9. The management agrees to continue the present quantum of seven days sick leave with pay in a year, and the practice of adjusting this sick leave towards the waiting period required under the E.S.I. Scheme.

10. **Working Hours:** Both the parties agree that the working hours for general shift work shall be as follows:

    8-00 A.M. to 12-30 P.M.
    1-00 P.M. to 4-30 P.M.
    (12-30 P.M. to 1-00 P.M. lunch Interview)

    In case of change in the shift hours due notice shall be given as required under the rules.

11. Both the parties also agree to submit a joint memo, at the earliest, to the honourable Additional Industrial Tribunal requesting the tribunal to pass a consent award, in terms of this settlement.

12. It is agreed that the workmen shall not during the period of operation of this settlement, putforth any fresh demands in respect of points covered under this settlement, nor make any fresh demands involving financial burden on the company during the period of this agreement.

13. This agreement shall be binding on both the parties for a period of 3½ (Three and half) years from 1st May 1971 and shall thereafter continue to be in force and bunding untill it is validly terminated, by either party in accordance with the Industrial dispute Act 1947.

In Witness Where of the parties have set their hands hereto on the Seventh day of June, One Thousand Nine Hundred Seventy one.

Representatives of Management:

1. (Sd.) M. R. Parasuram
2. (Sd.)
3. (Sd.)

Representations of Union:

1. (Sd.) M. S. Rama Rao
2. (Sd). K. Srikantiah
3. (Sd.) Ramakrishna.

(Sd.) .....
Manager.

"True Copy"

K. N. PATIL,
Presiding Officer,
Additional Industrial Tribunal
Bangalore.

ANNEXURE "A" to terms of settlement between Mysore Metal Industries and Bangalore District Engineering Workers Union, Bangalore.